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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/805,046	03/14/2001	Naohito Takae	1614.1138	1661
21171	7590	06/22/2006	EXAMINER GARG, YOGESH C	
STAAS & HALSEY LLP SUITE 700 1201 NEW YORK AVENUE, N.W. WASHINGTON, DC 20005			ART UNIT 3625	PAPER NUMBER

DATE MAILED: 06/22/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/805,046

Applicant(s)

TAKAE ET AL.

Examiner

Yogesh C. Garg

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 13 April 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-6 and 13-16 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-6 and 13-16 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date <u>3/23/2006</u> | 6) <input type="checkbox"/> Other: _____  |

## DETAILED ACTION

### *Response to Amendment*

1. Applicant's amendment received on 4/13/2006 is acknowledged and entered. The applicant has currently amended claims 1,3,13,14,15 and 16 and canceled claims 20-22. Claim 7 was previously canceled and claims 8-12, and 17-19 were previously withdrawn. Currently claims 1-6, and 13-16 are pending for examination.

### *Response to Arguments*

2.1. Applicant's arguments filed on 4/13/2006 concerning independent claims 1, 3, 13-14 and 15-16 (see remarks, pages 15-16) with respect to rejection of claims 1-6, 13-16, and 20-22 under 35 USC 103 (a) have been fully considered but they are moot in view of the new grounds of rejection necessitated due to amendments to the claims.

2.2. With reference to the applicant's arguments filed on 4/13/2006 concerning dependent claim 4 against using Official Notice for its obviousness and the demand for an evidence, the examiner respectfully disagrees for following reasons.

The applicant has neither pointed out any errors in the examiner's logic in using the Official Notice or provided evidence which is contrary to the examiner's logic in using the Official Notice to state that it is well-known in the art to notify customers with the information on places, which are selectable to receive an ordered online product in any of his responses filed previously on 1/12/2005, 8/25/2005 and now on 4/13/2006.

In the Office action mailed on 4/26/2005, see page 2, in response to the applicant's demand for an evidence, filed on 1/12/2005, the examiner provided the evidence:

“ The applicant has further argued against the Official Notice taken by the examiner to reject claim 4 as being obvious over Wallis in view of Official Notice. In response, the examiner is enclosing US Patent 6,336,100 to Yamada which discloses the Noticed item, that is notifying the customer with the information on places, which are selectable to receive an ordered product online (see at least col.1, lines 16-44, Figs.4-6 and col.4, lines 32-41). Yamada explicitly suggests that a consumer when ordering goods online and specifying a place for delivery, which is equally applicable for repair orders and delivering repaired goods) is indicated several choices about places which are selectable as per the consumer's choice and convenience to receive the ordered product (ordered repaired product). ”.

In view of the foregoing, the Noticed item is to be taken to be admitted prior art, see MPEP 2144.03 [R-1] C.

***Claim Rejections - 35 USC § 112***

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3.1. Claims 1-6, and 13-16 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. See MPEP 2172.01-Unclaimed essential Matter, "...In addition, a claim which fails to interrelate essential elements of the invention as defined by applicant(s) in the specification may be rejected under 35 U.S.C. 112, second paragraph, for failure to point out and distinctly claim the invention. See *In re Venezia*, 530 F.2d 956, 189 USPQ 149 (CCPA 1976); *In re Collier*, 397 F.2d 1003, 158 USPQ 266 (CCPA 1968). ...)"

In this case, see claim1, the steps of: " sending at least a purchased product information and a purchase number to a customer-terminal.....", " receiving a repair request ...from

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customer terminal", "retrieving warranty information.....", "informing selectable request items....to the customer terminal" and "conducting a request process .....from the customer terminal", fail to interrelate with the currently amended steps of: " receiving a repair status...from a shop terminal ", " obtaining the purchase number from the shop terminal , and sending the shop terminal the repair status....".

The earlier steps of " sending at least a purchased product information and a purchase number to a customer-terminal.....", " receiving a repair request ...from customer terminal", "retrieving warranty information.....", "informing selectable request items....to the customer terminal" and "conducting a request process .....from the customer terminal", can stand alone as supported by Figs 5-6. From Fig.5-6 and the applicant's disclosure it is evident that the currently amended steps of " receiving a repair status...from a shop terminal ", " obtaining the purchase number from the shop terminal , and sending the shop terminal the repair status...." would not be required if the customer terminal in Fig.5 selects the request items: "do not repair", "request to collect the product", and "delete purchased product information". In fact, the currently amended steps of " receiving a repair status...from a shop terminal ", " obtaining the purchase number from the shop terminal , and sending the shop terminal the repair status...." as demonstrated by Fig.11, would be applicable only when the customer terminal selects the request item "want to repair" and then this selection must be followed by steps S116 and onwards in Fig.5 and also step S131 in Fig.11, that is if a customer asks the shop 30 a repair request of the purchased product. Since claim 1 does not recite all these essential steps, it is not possible to interrelate the essential elements of these two separate embodiments. Therefore claim 1 is rendered unclear and indefinite.

Other independent claims 13 and 15 and dependent claims 2-6, 14 and 16 include same deficiencies and are therefore rejected on the basis of same rationale as that for claim 1.

As best interpreted by the examiner the term " shop terminal " is a computer communicating electronically via a communication network from a center which could belong to any one of the vendor/purchaser/repair center or parcel delivery service .

4. Examiner cites particular columns and line numbers in the references as applied to the claims below for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5.1. Claims 1-3, 5, and 13-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wallis et al. (US Publication Number: 2001/0051884 A1), hereinafter, referred to as Wallis and further in view of Groat et al. (US Publication 2002/0111884 A1), hereinafter referred to as Groat.

Wallis teaches a system and method for storing and managing data related to sales of products covered by warranties and the information stored is accessible via a computer network such as the Internet. A purchaser can request for a repair of a purchased product under

warranty and the system automatically arranges for the repair and a repair center. Later the purchaser can access the system via a terminal to know the repair status of the product by accessing his purchaser account on the system.

Groat teaches a system and method for storing, managing and tracking information related to a product within a supply chain comprising, a supplier, manufacturer, distributor, customer, a repair center via an unique identification number of the service contract.

Regarding claim 1, Wallis teaches a method for managing product information, said method comprising :

sending at least a purchased product information to a customer-terminal (see at least paragraphs 0008-0009, and 0019 which disclose preparing and transmitting the digital records of the purchases made by a purchaser and these digital records about the purchased products are sent by the system to the purchaser, that is purchaser's terminal. Also see paragraphs 0035-0041. ).

Wallis does not disclose that the purchased product information includes a purchase number generated at the time of purchase particular to the purchase. However, Groat, in the same field of endeavor, discloses generating a service contract "314" having a unique identification code "316"(see at least paragraph 0045). Note: The unique identification code for the service contract/order corresponds to the purchase number in the recited limitation and will form a part of the purchased product information in Wallis. This unique identification code generated at the time of purchase of the product, that is a refrigerator, by the purchaser is used for coordinating and retrieving any information stored in an independent database including warranty information or information about suppliers, manufacturers, repair-centers, etc.

In view of Groat, it would be obvious to one of an ordinary skilled in the art, at the time of the applicant's invention, to create a service contract or order when a purchaser purchases a product and generating a unique identification code because the unique identification code of the purchase order/service contract would enable, as clearly shown in Groat, to track the information of the product purchased, including the names of suppliers, manufacturers, distributors, repair-centers, etc. of the product and /or components of the product and thereby making it convenient for the purchaser to obtain warranty and repair information (see Groat, at least paragraphs 0025, 0039-0049) about the purchased product and/or the components of the purchased product.

Wallis discloses receiving a repair request form including the purchase number from the customer-terminal (see at least paragraphs 0037 and 0042 which disclose that the information relevant to the purchased product including the purchase number, as analyzed above in view of Groat is included in the purchaser account and this information is used to select a repair request on a form displayed on the purchaser's computer monitor ), retrieving warranty information, corresponding to a purchase number received from the customer-terminal used by the customer, from a sales information management database managing the purchase number identifying a product that the customer purchased and the-warranty information showing a warranty of the product, informing selectable request items with the retrieved warranty information to the customer-terminal, and conducting a request process corresponding to one of the selectable request items, which is indicated from the customer-terminal (see at least page 5, paragraph 0049, " *With reference with FIG. 5, an embodiment of a purchaser account 230 is shown. A general page 500 allows the purchaser 75 to access and view other documents contained within the purchaser account 230. The purchaser is provided with access to a Service Plans List document 510 which identifies the warranty plan covering each product purchased by the purchaser 75. From the Service Plans List document 510, the host system 10 allows the purchaser 75 to access a Service Plan*



*Canceling document 512, a Service Plan Renewal document 514, a Purchase Service Plan document 516, a Troubleshooting document 518, and a Repair Order document 520.*". Note: Service Plant list 510 includes the warranty information which is retrieved from database 45 [see Fig.1, and page 1, paragraph 0036 and this database corresponds to sales information management database because in Wallis database 45 can include several databases including information related to purchased products, warranties, repair plans, etc.] when the purchaser 75 identifies a Purchaser account 230 [see FIG.2] and the previously purchased product and prompts the purchaser to select one item from selectable list of items 510 [Fig.5] and based on the customer's selection the system conducts the process based upon the item selected by the purchaser from his terminal [see FIG.1 for the purchaser's terminal and architecture of the system]. See also paragraphs 0036-0047, pages 3-5.).

Wallis discloses receiving a repair status request from a shop/vendor terminal (see Wallis, paragraph 0045 which shows that this request is received from a terminal of vendor system 60 and the vendor center 60 corresponds to a shop.) and also a shop identification information (see Wallis, paragraph 0039 which discloses registering a vendor/shop by generating a vendor account 220 and this account includes identification information of the vendor/shop.);

determining whether the shop identification information is registered by searching for the shop identification information in a shop registration database (see paragraphs 0039, 0043-0045. Since all vendors/shops are registered by generating/registering their accounts and the accounts information are stored in database "45" it would be inherent to determine whether a vendor/shop is registered by searching for the shop/vendor identification information in a shop registration database 45 whenever the system receives a request to display a repair

report/status from a shop/vendor or parcel delivery service/repair shop center or a purchaser .);

obtaining the purchase number from the shop/vendor terminal when the vendor/shop identification information is found in the shop registration database and sending the shop terminal the repair status which is based on repair history information by searching in a repair history database managing the repair history information concerning the repair request, based on the purchase number (See paragraph 0045 which shows displaying or sending/displaying to the shop/vendor terminal 60 the repair status. As analyzed above, in view of the combined teachings of Wallis/Groat, the purchaser number is required to track the information of the product purchased, including the names of suppliers, manufacturers, distributors, repair-centers, etc. of the product and /or components of the product and thereby making it convenient for every body, that is the shop/vendor terminal 60 or purchaser terminal or repair center terminal or parcel delivery service terminal to obtain warranty and repair information . Wallis further teaches searching for the repair history information from the repair history information database, which, as analyzed above, would be based upon the purchase number when a request message including the purchase number and requesting a repair status is received from the customer', and sending the repair status created based on the searched repair history information to the shop/vendor terminal 60, or purchaser terminal or repair service terminal or parcel delivery service terminal, see Wallis at least from paragraph 0037, page 3 to paragraph 045, page 5).

Regarding claim 2, Wallis in view of Groat teaches deleting information about a purchased product and its warranty, indicated by the purchase number, on receiving a request from a customer in the earlier step of conducting a request process of claim 1 (see at least

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FIG.5, “ *Service Plan canceling* 512” and paragraphs 0049 and 0050 on pages 5-6. Canceling a service plan by the purchaser corresponds to deleting information about a purchased product on receiving a request from a customer.).

Regarding claim 3, Wallis in view of Groat, further teaches that the method as claimed in claim 1, further comprising:

Sending customer information and the purchased product information, from the shop terminal, to the sales information management database, upon receipt by the shop terminal of the customer information from the customer terminal (see at least paragraph 0019 which shows that the shop/vendor terminal 60 displays/sends information related to the customer/product sold to the host system 10 which corresponds to the sales information management database and includes a database 45 to store the information);

wherein said sales information management database manages the customer information concerning the customer by corresponding the customer to the purchase number of the product that the customer purchased (see at least paragraphs 0036-0047, pages 3-5), and said conducting of the request process comprises : distributing a repair request sheet including repair information for a repair person who is selected by searching from the sales information management database based on the customer information corresponding to the purchase number received from the customer-terminal when one of the' selectable request items, which is indicated from the customer-terminal, shows a request to repair the product that the customer purchase and maintaining repair contents conducted by the repair person and the purchase number of a repaired product as the repair history information to the repair history database (see at least paragraph 0042, page 4-paragraph 0047, page 5. Note: The repair center 95 and repair request/repair report corresponds to a repair person and repair request sheet

respectively. Database 45 stores the repair history information [see FIG.1 and paragraph 0036, page 1]).

Regarding claim 5, Wallis in view of Groat, further teaches that the method as claimed in claim 3, wherein said-step (b) informing selectable request items comprises :

checking whether or not a same repair is conducted within a predetermined period, by searching for the repair history information from said repair history database based on the purchase number received from the customer, and informing said warranty information and said request items with a result of said checking to the customer (see at least paragraph 0037, page 3-paragraph 044, page 5).

Regarding computer readable medium and apparatus claims 13-16, their limitations are closely parallel to the limitations of claims 1 and 3 are therefore analyzed and rejected on the same basis as being unpatentable over Wallis in view of Groat.

5.2. Claim 4 is rejected under 35 U.S.C. 103(a) as being obvious over Wallis in view of Groat and further in view of Official Notice .

Regarding claim 4, Wallis in view of Groat teaches a method for managing product information as analyzed and disclosed in claim 1 above. Wallis further teaches selecting an appropriate repair center 95 and a parcel delivery service 85 from the database corresponding to a customer and including the selected place for receiving the repaired product in the repair sheet to the repair person (see at least paragraph 0042-0044, pages 4-5) but does not disclose notifying the customer with the information on places, which are selectable, to receive a repaired product. The examiner takes Official Notice of both the concept and the benefits of

notifying the customer with the information on places, which are selectable, to receive a repaired product. It is generally practiced concept to ask customer his choice out of the number of choices available as which warehouse/location he would like to receive the ordered item, e.g. while renting a car the customer is offered a number of possible locations and then customer chooses the best possible location per his convenience, or ordering consumables/items online the customer is prompted to select one location out of a number of available choices. In view of the Official Notice it would have been obvious to one of an ordinary skill in the art at the time of the applicant's invention to have modified Wallis in view of Groat to include the concept of notifying the customer with the information on places, which are selectable, to receive a repaired product because it is a gesture of goodwill to the customer to allow him the choice to pick up most convenient place of the available places to received the repaired item and this gesture of goodwill would help the suppliers to get repetitive business from the customer.

5.3. Claim 6 is rejected under 35 U.S.C. 103(a) as being unpatentable over Wallis in view of Groat and further in view of Lipton. Gigi M; " Product traceability: A guide for locating recalled manufactured goods"; Quality Congress. ASQ's.....Annual Quality Congress Proceedings. Milwaukee, 1998, pg. 423, 9 pgs; extracted from Proquest database on Internet on 8/3/2004, hereinafter referred to as Lipton.

Regarding claim 6, Wallis in view of Groat teaches a method conducting a repair request process from a customer as analyzed in claim 3 above. Wallis teaches searching the purchase number corresponding to the repair contents from repair history database and extracting customer information from information database as already analyzed in claims 3-5 above. Wallis does not expressly teach that the repair contents are related to recall of products and informing the recall information to recall a product to the customers, though it is generally a well-

known process practiced for many years earlier to the applicant's invention, e.g. car or appliance manufacturers, when even they found an item to be defective, issue recall notices to the customers. Lipton discloses that recall of defective repair contents and informing the customers about these recalls. In view of Lipton, it would have been obvious to one of an ordinary skill in the art at the time of the applicant's invention to have modified Wallis in view of Groat to include data about recalls in the repair history and when recall event happens to inform customers because this process of storing recall information and informing the customers , as already notoriously well –known, will enable the customers to inform them online ( communication online being already taught in Wallis) so that they can take action to get their products repaired before an uneventful situation can arise.

### ***Conclusion***

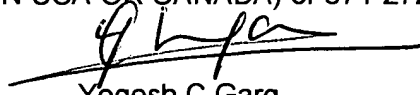
6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Yogesh C. Garg whose telephone number is 571-272-6756. The examiner can normally be reached on M-F(8:30-4:00).

The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

  
Yogesh C Garg  
Primary Examiner  
Art Unit 3625

YCG  
6/19/2006